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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
ROMEO & JULIETTE LASER HAIR REMOVAL, INC.,  
d/b/a ROMEO & JULIETTE HAIR REMOVAL,

Plaintiff,

-against-

ASSARA I LLC., d/b/a ASSARA LASER CENTER NYC,  
ASSARA LASER and MANHATTAN LASER HAIR  
REMOVAL, JAY SHUMAN a/k/a JEROME SHUMAN,  
WILL SHUMAN and DR. SAM TAYER,

Defendants.  
-----X

**REPLY AFFIDAVIT  
OF CHRISTIAN  
KARAVOLAS IN  
OPPOSITION TO  
DEFENDANTS'  
CROSS-MOTION  
FOR SUMMARY  
JUDGMENT**

08 Civ. 0442 (TPG)

ECF CASE

STATE OF NEW YORK     )  
                                  ) ss.:  
COUNTY OF NEW YORK    )

CHRISTIAN KARAVOLAS, upon being duly sworn, hereby deposes and says:

1.     I am the President and sole shareholder of Romeo & Juliette Laser Hair Removal, Inc., d/b/a Romeo & Juliette Hair Removal ("Romeo & Juliette"), the plaintiff in the above-referenced action. I make this affidavit in opposition to defendants' cross-motion for summary judgment to dismiss the complaint.

2. Mr. Shuman falsely states in paragraph 11 of his affidavit that Assara's website:

. . . does not and never has contained the terms "Romeo & Juliette" or Romeo and Juliette Laser" either displayed in visible text, or in the website's meta-date . . .

Annexed as Exhibit A is a copy of the Google screen laser screen shot which resulted from a Google search I did on September 20, 2007 for the words "Romeo & Juliette laser". I verify I personally observed this screen shot on the web on September 20, 2007. In the "sponsored links" to a search for the words "Romeo & Juliette laser", the following is advertised:

Romeo and Juliette Laser  
Unlimited Laser Hair Removal  
\$599/month. Free consultation.  
[www.assaralaser.com](http://www.assaralaser.com) New York, NY

Notably the Romeo and Juliette mark is immediately above the defendants' web address: [www.assaralaser.com](http://www.assaralaser.com). When I clicked on the Romeo & Juliette trademark shown on the sponsored link, I entered Assara's webpage as shown on Exhibit B, which also contained the Romeo and Juliette mark.

3. Annexed as Exhibit B is a color copy of Assara's website home page I downloaded on September 20, 2007. This webpage of Assara contains the trademark "Romeojuliette laser". This website was posted on Google through a portal entity called ReachLocal. Mr. Schuman concedes Assara commenced advertising in April 2007 on Google by utilizing Reachlocal. Reachlocal is identified as the portal through which the webpage is displayed, in the website address listed on the top of the webpage, as follows:

<http://assaralaser.reachlocal.com/coupon>.

4. Mr. Schuman, who is apparently an attorney, should be sanctioned for his false statements to this Court.

5. Indeed, Mr. Schuman authenticates his Exhibit B-3 as Assara's webpage. This two-page document is dated in the lower right corner as July 8, 2008, and is annexed hereto as Exhibit C for the Court's convenience. This webpage likewise includes the name "ReachLocal" within its web address (top right hand corner). This webpage is substantially similar to the offending September 20, 2007, webpage (Exhibit B); except the Romeo & Juliette trademark has been deleted from the top of the webpage. See Exhibit C, page 1 where the top of the Assara webpage now states:

Contact: Assara Laser local (888) 755-1463  
Assara Laser Center NYC-Unlimited Laser Hair Removal.

This July 8, 2008 webpage of Assara, should be compared to the September 20, 2007, webpage (Exhibit B), which exhibited the following:

Contact Assara Laser local (888) 755-1463  
**Romeojuliette laser-unlimited Laser Hair Removal**

6. After I observed Assara's unfair competition on September 20, 2007, I complained to Mr. Trent Herbert of ReachLocal. Mr. Herbert apologized for the offending ad. I was later advised by Mr. Herbert that ReachLocal removed the offending webpage (Exhibit B) from the internet within a few hours after I complained to him on September 20, 2007. Mr. Herbert, subsequently, called me again and confirmed the infringement will not happen again.

7. Notably, the use of the Romeo & Juliette mark within Assara's competing advertisement and website is distinguished from the "internal use" of a mark, which merely allows a competitor to use a trademark as a keyword to advertise its trademark or name as a sponsored link.

8. Mr. Schuman denies in paragraph 22 of his affidavit that he or Assara ever authorized or directed the use of the Romeo and Juliette mark in the advertising campaigns with ReachLocal. He further claims that:

. . . if such a display actually existed (which is extremely unlikely), it does not currently exist, and neither the company nor I have been aware of such an existence.

9. As stated in my moving affidavit, Romeo & Juliette extensively advertises on Google. I know from personal knowledge that only someone with a password to Assara's account could design the sponsored link advertisement (Exhibit A) that appeared on the Google search. These facts belie Mr. Schuman's claimed innocence in paragraphs 22 and 25 through 29 of his affidavit. Mr. Schuman fails to explain how and why someone who has no affiliation to Assara, would access Assara's advertising with a confidential password and use thereon the trademark of one of the most prominent, competing laser centers in Manhattan; which could benefit only Assara.

10. I am advised by my attorneys, that on plaintiff's instant motion for partial summary for liability only and for an injunction, I need not demonstrate the damages sustained by plaintiff. Notably, Assara concedes its advertising through ReachLocal commenced in April 2007. I observed the offending adds on September 20, 2007; and the adds were promptly withdrawn when I complained to ReachLocal. Plaintiff therefore requires discovery of Assara and ReachLocal to determine the length of time during which the infringement occurred and its recoverable damages.

11. Mr. Schuman concedes in paragraph three of his affidavit that Assara is a limited liability company, and that each of the individual defendants is a member. I am advised by my attorneys that a limited liability company does not insulate its members from their

tortuous acts. At the very minimum: (i) a preliminary injunction should issue against all defendants restraining any further infringement; and (ii) summary judgment on liability should be granted as against Assara I LLC, without prejudice to a further motion as against the individual defendants after completion of discovery whereby we determine which individual defendant or defendants caused in the infringement.

12. I am further advised defendant Sam Tayer was properly served on February 19, 2008, by delivery of the summons and complaint to an employee of Assara Laser, at Assara's offices in New York, and the mailing of a copy to such office. See affidavit of service annexed as Exhibit D. I am further advised such service is valid service in New York under Federal Rule 4(e)(1) and CPLR § 308(2). I am also advised that since defendant Tayer has been served in New York service under the Hague convention is not necessary, as claimed by defendants.

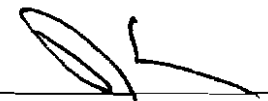
13. Lastly, I am advised Assara's citation to Internet Specialties West, Inc. v. ISP West, 2006 WL 4568796 (C.D. Cal. Sept. 19, 2006), as a basis to object to my authentication of its September 20, 2007 website, is without merit. I am advised Internet Specialties concerned the authentication of third-party websites. The case at Bar concerns the authentication of defendant Assara's website, which, but for the "Romeo & Juliette Laser" mark, has been admitted by defendants.

WHEREFORE, plaintiff's motion should be granted in all respects, and the cross-motion should be denied in all respects.

  
CHRISTIAN KARAVOLAS

Sworn to before me this

5<sup>th</sup> day of August, 2008

  
Notary Public  
DAVID FIVESON  
Notary Public, State of New York  
No. 4720224  
Qualified in Westchester County  
Commission Expires December 14 2008



romeo & juliette laser - Google Search - Citysearch

File Edit View Favorites Tools Help

Back Search Favorites

Address <http://www.google.com/search?hl=en&q=romeo+%26+juliette+laser&btnG=Google+Search>

Links Citysearch EV E-Mail & More Help & Support Latest Internet Products Layout Tool More From Verizon Music & Games & Video My Account

Search Web PopSmarter MyStuff Sign In RSS News Weather

Web Images Video News Maps Gmail more Sign in

Google romeo & juliette laser Search Advanced Search Preferences

Results 1 - 10 of about 729,000 for **romeo & juliette laser** (0.09 seconds)

**Laser Hair Removal Clinic**  
www.LaserPerfect.net/ny Gel Safe & Effective Laser Hair Removal By Licensed Physician!

**Romeo & Juliette New York**  
[romeojuliettelaserhairremoval.com](http://romeojuliettelaserhairremoval.com) Hair removal is our only Specialty! 6 FDA lasers, Voted top in NYC

**Romeo and Juliette Laser Hair Removal, New York, New York**  
Provides laser hair removal. Includes services, FAQ, photos, and contact information.  
Map of 38 E 57th St # 3, New York, NY 10022  
[www.romeojuliettelaserhairremoval.com](http://www.romeojuliettelaserhairremoval.com) 16k 11/10/2007 - landing page

**Romeo and Juliette Laser Hair Removal, New York, New York**  
Romeo and Juliette's business is laser hair removal. Our resources and our time is spent ensuring we reach our goal, removing your unwanted hair ...  
[www.romeojuliettelaserhairremoval.com/services.html](http://www.romeojuliettelaserhairremoval.com/services.html) 14k 11/10/2007 - landing page  
[ From our directory: List of Beauty Salon Services ]

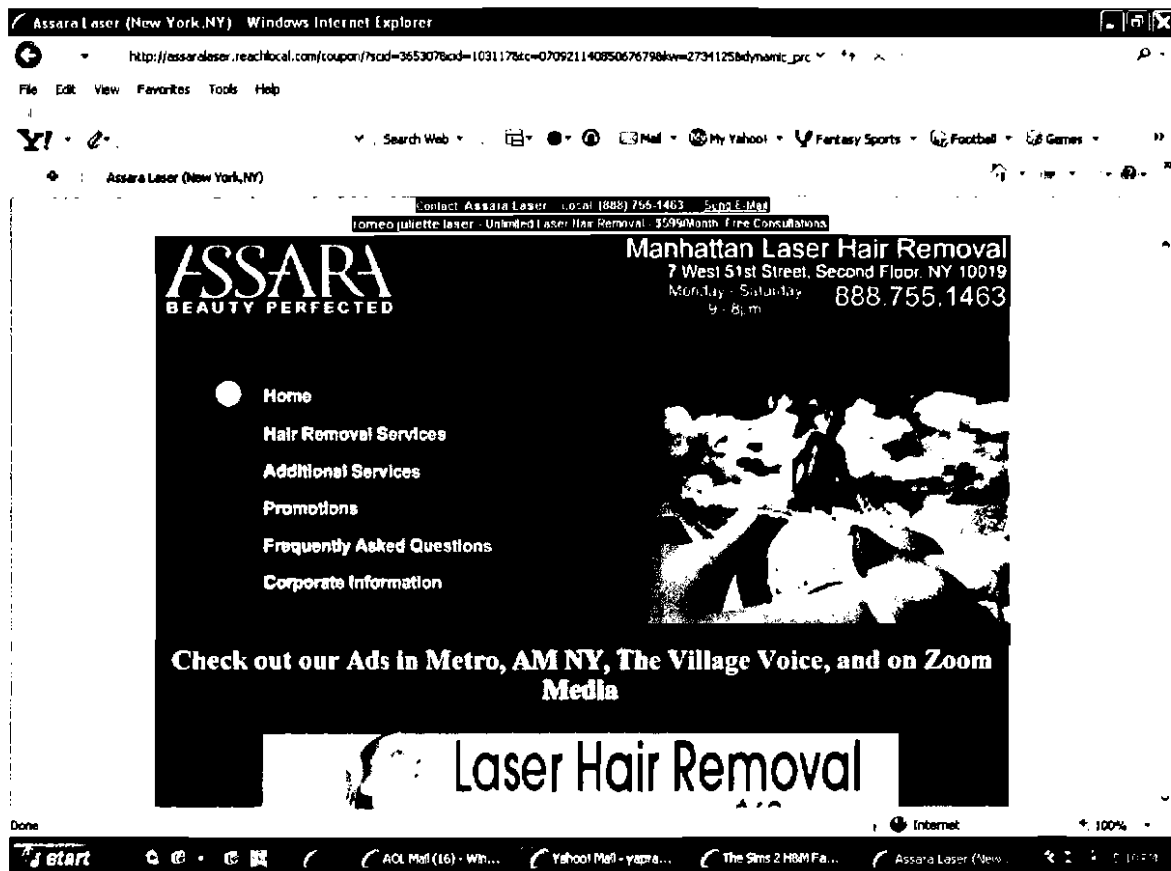
**Romeo & Juliette Laser Hair Removal - New York, NY, 10022 - Citysearch**  
Come to Citysearch to get information, directions, and reviews on Romeo & Juliette Laser Hair Removal and other Beauty & Fitness, Hair Removal Services in ...  
Map of 38 E 57th St, New York, NY 10022  
[newyork.citysearch.com/profile/36656141\\_75k](http://newyork.citysearch.com/profile/36656141_75k) 11/10/2007 - landing page

**Romeo & Juliette Laser Hair Removal User Reviews - New York, NY ...**

Start Microsoft Office Out... AIM romeo & juliette laser... Internet 12:56 PM

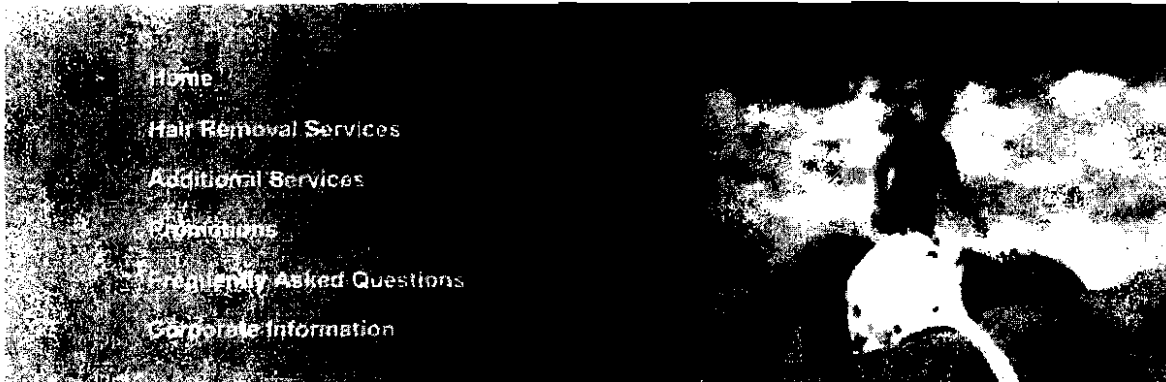
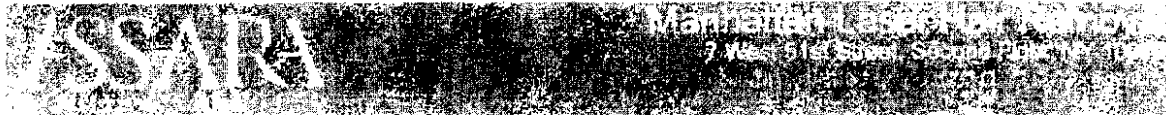








Contact **Assara Laser** Local (888) 755-1463 [Send E-Mail](#)  
**Assara Laser Center NYC** - Unlimited Laser Hair Removal - \$599/Month - Free Consultations



**Check out our Ads in Metro, AM NY, The Village Voice, and on Zoom Media**



## Laser Hair Removal

Upper Lip	\$69
Upper Lip	\$149
Shoulders	\$299
Legs	\$399
UNLIMITED SESSIONS	\$599

For more information, please call 800.755.1463 or visit our website at [www.assara.com](http://www.assara.com)

**ASSARA** BEAUTY PERFECTED

7 West 51st Street, NYC  
800.755.1463  
[www.assara.com](http://www.assara.com)



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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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ROMEO & JULIETTE LASER HAIR REMOVAL, INC.,  
d/b/a ROMEO & JULIETTE HAIR REMOVAL,

Plaintiff,

-against-

08 Civ. 0442 (TPG)

ASSARA I LLC., d/b/a ASSARA LASER CENTER NYC,  
ASSARA LASER and MANHATTAN LASER HAIR  
REMOVAL, JAY SHUMAN a/k/a JEROME SHUMAN,  
WILL SHUMAN and DR. SAM TAYER,

ECF CASE

Defendants.

-----X

**AFFIDAVITS OF SERVICE UPON  
DR. SAM TAYER**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

Index No. 08-CV-0442

ECF Case

ROMEO & JULIETTE LASER HAIR REMOVAL, INC.,  
d/b/a ROMEO & JULIETTE HAIR REMOVAL

Plaintiff(s) Petitioner(s)

Calendar No.

against  
ASSARA I LLC., d/b/a ASSARA LASER CENTER NYC, ASSARA LASER  
and MANHATTAN LASER HAIR REMOVAL, ET AL.

Defendant(s) Respondent(s)

AFFIDAVIT  
OF  
SERVICE

being sworn

Nassau

COUNTY, NEW YORK STATE:

Peter Olphie

Deponent is not a party herein, is over 18 years of age and resides at Roslyn, NY

On Feb. 19, 2008 at 9:27A.M. at Assara Laser, 2nd Fl., 7 W 51st St., NY, NY 10019

Deponent served the within ☐ summons ☐ with notice☐ summons and complaint☐ notice of petition and petition☐ subpoena ☐ subpoena duces tecum☐ summons, Spanish summons and complaint, the language required by NYCRR  
2900.2(e), (f) & (h) was set forth on the face of the summons(es)☐ citation☒ Summons in a Civil Action, Complaint, Letter as  
per 3rd Amended Instructions for filing with  
attachments☒ defendant (hereinafter  
☐ respondent called therein named  
☐ witness the recipient)

Dr. Sam Tayer

INDIVIDUAL

1 ☐by delivering a true copy of each to said recipient personally; deponent knew the person so served to be the person described as said  
recipient therein.

CORPORATION

2 ☐a corporation, by delivering thereat a true copy of each to  
personally, deponent knew said corporation so served to be the corporation, described in same as said recipient and knew said individual to be  
thereofSUITABLE  
AGE PERSON3 ☒by delivering thereat a true copy of each to Elizabeth Botte, employee of Assara Laser a person of suitable  
age and discretion. Said premises is recipient's ☒ actual place of business ☐ dwelling place ☐ usual place of abode within the state.AFFIXING TO  
DOOR, ETC.4 ☐by affixing a true copy of each to the door of said premises, which is recipient's ☐ actual place of business ☐ dwelling place ☐ usual place of  
abode within the state. Deponent was unable, with due diligence to find recipient or a person of suitable age and discretion, thereat, having called ther

Deponent talked to

at said premises who stated that recipient ☐ lived ☐ worked there.MAILING TO  
RESIDENCE  
USE WITH 3 OR 45A ☐Deponent enclosed a copy of same in a postpaid envelope properly addressed to recipient at recipient's last known residence, a  
and deposited said envelope in a  
official depository under exclusive care and custody of the U.S. Postal Service within New York State.MAILING TO  
BUSINESS  
USE WITH 3 OR 45B ☒Deponent enclosed a copy of same in a first class postpaid envelope properly addressed to defendant at defendant's actual place of business, a  
Dr. Sam Tayer, c/o Assara Laser, 7 W. 51st St., 2nd Fl., NY, NY 10019 in an official depository  
under the exclusive care and custody of the U.S. Postal Service within New York State. The envelope bore the legend "Personal and Confidential" and  
did not indicate on the outside thereof, by return address or otherwise, that the communication was from an attorney or concerned an action against the  
defendant, and mailing certified mail return receipt requested # 7007 0220 0003  
9337 8506

DESCRIPTION

☐ Male☒ White Skin☐ Black Hair☐ White Hair☐ 14-20 Yrs.☐ Under 5'☐ Under 100 Lbs.☒ Female☐ Black Skin☒ Brown Hair☐ Balding☒ 21-35 Yrs.☐ 5'0"-5'3"☒ 100-130 Lbs.☐ Yellow Skin☐ Blonde Hair☐ Mustache☐ 36-50 Yrs.☒ 5'4"-5'8"☐ 131-160 Lbs.☐ Brown Skin☐ Gray Hair☐ Beard☐ 51-65 Yrs.☐ 5'9"-6'0"☐ 161-200 Lbs.☐ Red Skin☐ Red Hair☐ Glasses☐ Over 65 Yrs.☐ Over 6'☐ Over 200 Lbs.

Other identifying features:

WITNESS  
FEES☐

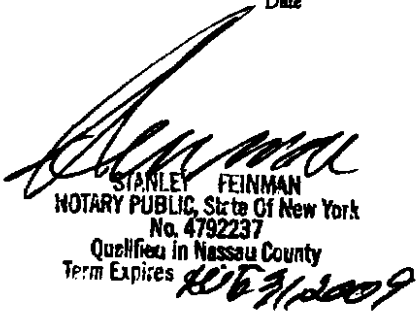
the authorizing traveling expenses and one days' witness fee:

☐ was paid (tendered) to the recipient☐ was mailed to the witness with subpoena copy.MILITARY  
SERVICE☒I asked the person spoken to whether recipient was in active military service of the United States or of the State of New York in any capacity whatever  
and received a negative reply. Recipient wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my  
belief are the conversations and observations above narrated.  
Upon information and belief I aver that the recipient is not in military service of New York State or of the United States as that term is defined in either  
the State or in the Federal statutes.Admin to before me on  
Feb. 19, 2008STANLEY L. FEINMAN  
NOTARY PUBLIC, State Of New York  
No. 4792237Qualified in Nassau County  
Term Expires 11/06/2009

Peter Olphie



AD 440 (Rev. 8/01) Summons in a Civil Action

<b>RETURN OF SERVICE</b>		
Service of the Summons and complaint was made by me <sup>(1)</sup>	DATE Feb. 19, 2008	
NAME OF SERVER (PRINT) Peter Olphie	TITLE NYS Lic Private Investigator	
<i>Check one box below to indicate appropriate method of service</i>		
<input type="checkbox"/> Served personally upon the defendant. Place where served:   <input type="checkbox"/> Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left:  <input type="checkbox"/> Returned unexecuted:		
On Feb. 19, 2008 at 9:27AM I <input checked="" type="checkbox"/> Other (specify): Served Elizabeth Botte, employee of Assara Laser, employee of Dr. Sam Tayer, at Assara Laser, 2nd Fl., 7 W. 51st St., NY, NY 10019 - female - 5' 7" - 120 lbs - 25 years - Brn Hair - Wht Skin - AND mailed copies of documents first class mail and Certified mail return receipt requested #7007 0220 0003 9337 8506		
<b>STATEMENT OF SERVICE FEES</b>		
TRAVEL	SERVICES	TOTAL \$0.00
<b>DECLARATION OF SERVER</b>		
<p>I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.</p> <p>Executed on <u>Feb. 19, 2008</u> <u>Peter Olphie</u>  Date Signature of Server</p> <p><u>Roslyn, NY</u>  Address of Server</p> <div style="margin-top: 20px;">  </div>		

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

**New York**

08 CV 0442 (TPG)  
NUMBER: ECF CASE

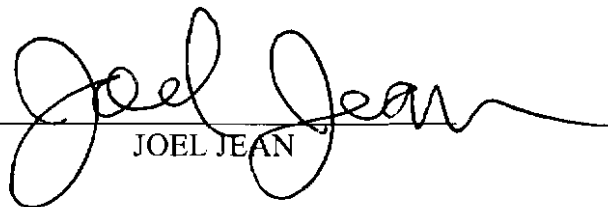
(B) DEPUTY CLERK

STATE OF NEW YORK     )  
                                          ) ss.:  
COUNTY OF NEW YORK    )

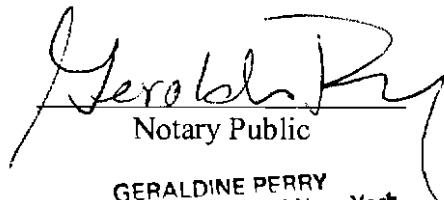
JOEL JEAN, being duly sworn, deposes and says: that deponent is not a party to the action, is over 18 years of age and resides at 36 West 44<sup>th</sup> Street, Suite 816, New York, New York 10036. That on 5<sup>th</sup> day of August, 2008, deponent served the within **REPLY AFFIDAVIT OF CHRISTIAN KARAVOLAS IN OPPOSITION TO DEFENDANTS' CROSS-MOTION FOR SUMMARY JUDGMENT** upon:

Will Shuman, Esq. (individually and as attorney for all defendants)  
235 West 48<sup>th</sup> Street  
Apartment 29D  
New York, New York 10036  
will@assaralaser.com (e-mail)

by depositing a true copy of same enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the U.S. Postal Service within New York State.

  
JOEL JEAN

Sworn to before me this  
5<sup>th</sup> day of August, 2008

  
Notary Public

GERALDINE PERRY  
Notary Public, State of New York  
No 01PE497 9187  
Qualified in ~~NY~~ County Queens  
Commission Expires Dec. 1, 2010